Home Office

AUTHORITY: The Secretary of State for the Home Department

Schedule L – Change Control Procedures

Travel Services

Volume	Title
Main Contract	Services Agreement
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DEFINITIONS AND ABBREVIATIONS

The following is a list of the key definitions and abbreviations used throughout this document.

Term	Definition
Emergency Notice of Change	A notice of change that shall have immediate effect upon and change the contract in accordance with Section 3 of this Schedule L (*Change Control Procedures*)
Notice Of Change	The written instruction that details and effects a contract change under this contract. The notice of change shall change the terms of the contract, as detained within that Notice of Change
Proposed Contract Change Notice	A written request from the Authority to change the contract, to which the service provider shall respond to provide details of how the contract will be effected by the proposed changes
Service Provider Change	A contract change proposed by the Service Provider
Service Provider Change Request Form A	A detailed proposal submitted by the Service Provider for consideration by the Authority which is raised: a) In response to receipt of an Authority Proposed Contract Change Notice, or. b) Where the service provider wishes to proposes its own contract changes (a **Service Provider Change**).

1. INTRODUCTION

1.1 This Schedule sets out the procedure for implementing changes to the Contract.

1.2 All references to the Contract are to the Contract as amended from time to time either by the Authority or with the Authority's approval pursuant to this Schedule and to Clause 9 (*Changes*) of the Contract.

2. RIGHT OF AUTHORITY TO REQUEST A CHANGE

2.1 The Authority may delete, suspend, amend, or alter the extent of any obligation to be met by the Service Provider under the Contract, or add to the obligations of the Service Provider under the Contract, by giving written notice (the " **Proposed Contract Change Notice**") to the Service Provider of the required change. For the avoidance of doubt, unless the Authority reasonably believes that the proposed change will have no effect whatsoever on the services provided by the Escort Services Provider, it shall first refer such change to be dealt with in accordance with the provisions of Schedule H (*Innovation and Partnership Agreement*).

2.2 The Authority is permitted to withdraw a Proposed Contract Change Notice by way of written notice to the Service Provider, or to allow a Proposed Contract Change Notice to lapse.

2.3 Where the Authority withdraws a Proposed Contract Change Notice or elects to allow a Proposed Contract Change Notice to lapse, the Parties will be responsible for their own costs incurred prior to such withdrawal or lapse. Lapse shall occur six (6) months from the date of the last recorded activity on the Proposed Contract Change Notice.

2.4 Subject to paragraph 2.1 above and paragraph 6 below, following service of any Proposed Contract Change Notice, the Authority will consult with the Service Provider with respect to the deletion, suspension, alteration, extension of or addition to the Parties' respective obligations under the Contract, and the Service Provider shall provide the Authority on or before the date falling ten (10) Business Days after the date of the Proposed Contract Change Notice with:

2.4.1 an analysis of the changes (if any) which are required to Schedule F (*Payment Mechanism*) to reflect the financial impact on the Service Provider of the proposed changes, and/or

2.4.2 a proposal of other changes to the terms of the Contract, which it believes should occur as a result of the changes set out in the Notice of Change.

2.5 Any such proposal shall be submitted on the Service Provider Change Request Form A, and accompanied by a detailed financial breakdown which shall include (without limitation) details of:

2.5.1 the cost impact of the change, by year, over the remainder of the Contract Term. This cost shall be presented in both an unindexed form for comparison purposes and at the current indexed price, in accordance with paragraph 8 of Schedule F (*Payment Mechanism*).

2.5.2 any redundancy costs which are reasonably expected to be incurred

by reason of the proposed change;

2.5.3 an analysis of any operational risks associated with the proposed change; and

2.5.4 any information which the Authority may reasonably require including, without limitation, breakdowns of price and supporting material for the purpose of satisfying the Authority that the proposed revised price is fair and reasonable.

2.6 The Authority may accept or reject such proposal. In the event that the Authority accepts such proposals the Authority will issue a Notice of Change (a "**Notice of Change"),** detailing the change and:

2.6.1 the changes referred to in the Notice of Change shall come into immediate effect on the issue by the Authority of a signed Notice of Change,

2.6.2 the terms of Schedule F (*Payment Mechanism*) (or other relevant terms hereof) shall change as set out in the signed Notice of Change

2.6.3 the terms of the Contract shall be deemed changed as set out in the signed Notice of Change

(except when the changes cannot be reasonably effected immediately, in which case the Authority shall allow the Service Provider such further period to effect such changes as is reasonably necessary).

2.7 If the Authority rejects a proposal provided under paragraph 2.4 above, it may either:

2.7.1 elect to allow the Proposed Contract Change Notice to lapse; or

2.7.2 elect that the changes referred to in the Proposed Contract Change Notice shall come into immediate effect (except when the changes cannot be reasonably effected immediately, in which case the Authority shall allow the Service Provider such further period to effect such changes as is reasonably necessary), and issue a Notice of Change to that effect, but that the provisions of paragraph 3.3 below shall apply.

2.8 The Service Provider shall review, and the Authority shall have the right to audit, actual costs incurred six (6) months after the completion of the Notice of Change to verify actual expenditure.

3. EMERGENCIES

3.1 In the case of emergency, the Authority may issue an emergency Notice of Change (an "**Emergency Notice of Change"),** and the requirements set out in the Emergency Notice of Change shall come into immediate effect and the sums payable under the provisions of Schedule F (*Payment Mechanism*) shall be varied as set out in paragraph 3.3 below.

3.2 The Service Provider shall confirm with the Authority's Named Representative(s) whether an event constitutes an emergency before enacting paragraph 3.3 below.

3.3 In the case of an emergency, or when the Authority elects as referred to in paragraph 2.7.2 above:

3.3.1 the Authority shall set such provisional change to the amounts then payable under the provisions of Schedule F (*Payment Mechanism*) and allow such time for the implementation of the change, as it deems fair and reasonable

3.3.2 the sums payable under the provisions of Schedule F (*Payment Mechanism*) shall be deemed to be so changed on a provisional basis; and

3.3.3 this provisional change will be effective until such time as the sums payable under the provisions of Schedule F (*Payment Mechanism*) are varied (or not varied) as agreed by the Authority and the Service Provider or determined in accordance with Clause 55 (*Dispute Resolution*).

3.4 In the event that the provisional sums payable under the provisions of Schedule F (*Payment Mechanism*) set by the Authority are less than the applicable sums, as subsequently agreed by the Parties or determined pursuant to Clause 55 (*Dispute Resolution*) such that following such provisional change the instalments paid by the Authority are less than they should have been, an adjusting payment (an "**Adjusting Payment**") shall be made by the Authority to the Service Provider.

3.5 In the event that the provisional sums payable under the provisions of Schedule F (*Payment Mechanism*) set by the Authority are more than the applicable sums, as subsequently agreed by the Parties or determined pursuant to Clause 55 (*Dispute Resolution*) such that following such provisional change the instalments paid by the Authority are more than they should have been, an adjusting payment (an "**Adjusting Payment**") shall be made by the Service Provider to the Authority.

3.6 The Adjusting Payment shall be:

3.6.1 payable on or before the date falling thirty (30) days after the date of such agreement or determination

3.6.2 the difference between the amounts paid and the amounts which are finally agreed or determined, calculated over the period from the date the changes referred to in the Notice of Change became effective until the date upon which the applicable sums payable were agreed or determined pursuant to Clause 55 (*Dispute Resolution*).

4. SERVICE PROVIDER CHANGES

4.1 A change to the Contract proposed by the Service Provider shall be referred to in this Schedule as a "**Service Provider Change**".

4.2 The Service Provider may propose changes to the Services. Such proposals shall be made in accordance with this paragraph 4. For the avoidance of doubt, unless the Authority reasonably believes that the proposed change will have no effect whatsoever on the services provided by the Escort Services Provider, it shall first refer such change to be dealt with in accordance with the provisions of Schedule H (*Innovation and Partnership Agreement*).

4.3 No change to the Services shall be implemented by the Service Provider unless and until the Authority has given its written consent in the form of a Notice of Change.

4.4 The Authority shall be free to accept or reject any proposed change as it thinks fit and may require that there be a reduction in the then-applicable amount payable under the provisions of Schedule F (*Payment Mechanism)* if such change results in lower costs for the Service Provider in performing its obligations hereunder, so as to reflect the amount of any reduction in costs.

4.5 Procedure

4.5.1 Where the Service Provider wishes to propose a Service Provider Change, the Service Provider shall make a written application to the Authority using the Service Provider Change Request (Form A) set out at *Annex A* to this Schedule. The written application together with any relevant supporting documentation shall be submitted to the Authority's Named Representative and shall contain the following additional information relating to the Service Provider Change:

a) The reasons why the Service Provider considers the change is necessary or desirable;

b) the cost impact of the change, by year, over the remainder of the Contract Term. This cost shall be presented in both an un-indexed form for comparison purposes and at the current indexed price, in accordance with paragraph 8 of Schedule F (*Payment Mechanism)*

c) An assessment of the risks (if any) associated with such Service Provider Change; and

d) Such other information as is reasonably required by the Authority for a sufficient understanding of the Service Provider Change proposal.

4.5.2 The Authority shall within a reasonable period of receiving the Service Provider's written application, provide a written response to the Service Provider, which shall either:

a) Approve the Service Provider Change Request; or

b) Request more information regarding the Service Provider Change; or

c) Reject the Service Provider Change and provide reasons for the rejection, in which case the Service Provider Change shall not be effected and the decision of the Authority in this respect shall be final and binding.

4.5.3 Where the Authority accepts the Service Provider Change (such acceptance to be made in writing via a Notice of Change) the Contract shall be amended accordingly and the Service Provider shall implement such change.

4.5.4 In assessing what is a reasonable period for responding to the Service Provider written application, regard shall be had to the number and complexity of the documents submitted by the Service Provider in support of the proposed Service Provider Change and any other Service Provider Changes which are being considered at the time of receipt.

4.5.5 Where the Authority accepts the Service Provider Change, the Contract shall be amended accordingly and the Service Provider shall implement the Service Provider Change.

4.5.6 Where the Authority requires more information regarding the Service

Provider Change, the Authority's request for more information shall be limited to what is reasonable to enable it to understand fully the intent and the likely impact and costs of and risks associated with the proposed Service Provider Change. Upon receipt of the further information the Authority shall respond in accordance with paragraph 4.5.

4.5.7 Following the implementation of any Service Provider Change, the Service Provider shall ensure that all relevant documentation is revised accordingly and issued to the Authority.

4.5.8 Nothing done by the Authority in accordance with the Contract or this Schedule L (*Change Control*) shall in any respect relieve or absolve the Service Provider from its responsibility for its obligations under the Contract.

4.5.9 Where a Service Provider Change relates to a Specific Change in the Law, the provisions of paragraph 7 below shall apply.

4.5.10 Where the Authority believes that a proposed Service Provider Change falls to be dealt with as part of the Service Improvement procedures set out in Schedule H (*Innovation and Partnership Agreement*), or Schedule O (*Service Improvement*), the Authority shall advise the Service Provider of its decision, which shall be binding. The proposed Service Provider Change shall then be dealt with accordingly.

5. PRINCIPLES FOR VARIATION OF PRICE

5.1 Any change to the amount payable under the provisions of Schedule F (*Payment Mechanism)* shall be determined in accordance with the principles set out in Clause 22 *(Variation of the Prices and Rates Payable under Schedule F (Payment Mechanism))* of the Contract.

5.2 The Service Provider shall procure that the Sub-contractors shall, so far as they are reasonably able, mitigate any costs arising as a result of the implementation of a Change.

6. EXCLUSIONS TO CHANGE PROCEDURE

6.1 For the avoidance of doubt, it shall not be deemed a change to any obligation hereunder and there shall not be any variation of the amounts amount payable under the provisions of Schedule F (*Payment Mechanism)* pursuant to any provision of the Contract if:

6.1.1 the provision of the Services changes in any way falls within the parameters set out in Schedule D (*Service Specification*); or

6.1.2 the Authority requires any amendments to be made pursuant to Clause 18 of the Contract (*Monitoring, Inspection and Access*).

7. CHANGES AS A RESULT OF CHANGES IN LEGISLATION

7.1 The Service Provider shall neither be relieved of its obligations to supply the Services in accordance with the terms of this Contract nor be entitled to an increase in the prices and rates payable in accordance with Schedule F (*Payment Mechanism*) as the result of:

7.1.1 a Change in Law; or

7.1.2 a Specific Change in Law where the effect of that Specific Change in Law on the Services is known at the date of Contract is awarded.

7.2 If a Specific Change in Law occurs or will occur during the Contract Term (other than those referred to in paragraph 7.1 above), the Service Provider shall notify the Authority of the likely effects of that change, including whether any change is required to the Services and/or the prices and rates payable under Schedule F (*Payment Mechanism*) of this Contract.

7.3 As soon as practicable after any notification in accordance with paragraph 7.2 above, the parties shall discuss and agree the matters referred to in that paragraph and any ways in which the Service Provider can mitigate the effect of the Specific Change of Law, including:

7.3.1 providing evidence that the Service Provider has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-contractors;

7.3.2 demonstrating that a foreseeable Specific Change in Law had been taken into account by the Service Provider before it occurred;

7.3.3 giving evidence as to how the Specific Change in Law has affected the cost of providing the Services; and

7.3.4 demonstrating that any expenditure that has been avoided, has been taken into account in amending the prices and rates payable under Schedule F (*Payment Mechanism*).

7.4 Any increase in the prices and rates payable under Schedule F (*Payment Mechanism*) shall be implemented in accordance with the Change Control Procedure.

7.5 In the event of failure by the parties to agree, either party may refer the matter in accordance with Clause 55 (*Dispute Resolution*).

7.6 The Service Provider shall consult regularly with the Authority on the development of the Service Provider's policy in relation to Services to meet changes in Legislation and the Service Provider's obligations under the Contract, provided that the Service Provider alone shall be liable for the performance of the obligations of the Service Provider under the Contract and nothing done by the Authority shall in any respect relieve or absolve the Service Provider from its responsibility therefore.

ANNEX A. SERVICE PROVIDER CHANGE REQUEST (FORM A)

1. NOTICE No.: **2. DATE:**

3. SUBJECT HEADING:

4. REASONS FOR CHANGE: **5. DOCUMENTS APPENDED:**

6. DETAILS OF CHANGE (Including details of any relevant legislative change and details of any other reasons for change)**:**

7. COST IMPACT: (This shall include details of the impact broken down by financial years for the remainder of the term, with details of RDEL and CDEL splits as appropriate)

8. RISK ASSESSMENT OF CHANGE

9. OTHER IMPACT:

10. AUTHORISED SIGNATURE (To be completed by the Service Provider):

Signed …….. for .....

Date ……..

For Authority Use Only

Received by ..……. Date ……..

Received by ..……. Date ……..

Received by ……. Date ……..